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The Parties agree that this Consent Decree is fair, reasonable, and does not violate the law or public policy. The rights of Williams, the Defendant, and the Commission are protected adequately by this Consent Decree.

It is **ORDERED, ADJUDGED AND DECREED:**

1. This Consent Decree is entered into by the Commission and Automation.
2. This Consent Decree shall be final and binding between the Commission and Automation.
3. This Consent Decree shall resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 2:16-cv-00996-LSC.
4. This Consent Decree shall be filed in the United States District Court for the Northern District of Alabama, Southern Division, and shall be in effect, for a period of two (2) years from the date of entry of this Consent Decree by the Court. However, upon completion of the first year and upon providing proof of completion of the training, semi-annual reporting and postings as described herein, Defendant may request to the EEOC and will receive a waiver of the second year of this Consent Decree. The parties will jointly request by motion the modification of the Consent Decree.
5. Any modification of this Consent Decree by any party shall be made by motion to the Court.
6. This Consent Decree shall apply to Defendant Automation and its operations in three locations: 11445 Coursey Blvd., Suite Q, Baton Rouge, LA 70816; 4027 Veterans Memorial Boulevard, Metairie, LA 70002; and 401 Southgate Drive, Pelham, AL 35124.

7. Defendant Automation shall not discriminate against female applicants for employment, based on sex, and shall comply fully with all provisions of this Consent Decree and Title VII. Automation denies it discriminated against any female applicants for employment based on sex.
8. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to affect, or otherwise limit, the obligations of Defendant Automation under Title VII.
9. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to affect, or otherwise limit, the EEOC's authority to process or litigate any current or future charge of discrimination filed with the EEOC or against Automation.
10. Automation, including its officers, agents, employees, successors, and assigns, and all those in active concert or participation with them are permanently enjoined for the duration of this Consent Decree from the following:
  - A. Failing to recruit female applicants, and failing to permit female applicants to apply for employment on the same terms and conditions as all other applicants;
  - B. Failing to consider female applicants for hire because of their sex; and
  - C. Failing to hire female applicants because of their sex.

#### **MONETARY RELIEF**

11. Within thirty (30) days of the entry of the Consent Decree, Automation agrees to pay to Andrea Williams the gross sum of \$50,000 for compensatory damages. This payment shall satisfy all monetary claims made by the EEOC in this litigation on behalf of Williams. When required by law, a proof of payment in the form of IRS Form 1099 reporting the compensatory damages amount paid shall be mailed to her address.
12. The compensation paid by Automation and the injunctive relief required by this Decree shall represent full settlement of the claims against Defendant which were the basis of the EEOC

Charge filed by Andrea Williams (No. 846-2012-63327), as well as the claims raised in the EEOC's Complaint.

13. Within ten (10) days of mailing the payment required by this Decree or the tax forms mentioned above, Automation shall send a complete and accurate copy of same to the Commission.

14. The Defendant shall not condition the receipt of individual relief on agreement by Williams to (a) maintain as confidential the facts and/or allegations underlying her charge and complaint and the terms of this Consent Decree; or (b) enter into a confidentiality agreement.

#### **OTHER RELIEF**

15. The Commission's press release issued upon entry of this Consent Decree shall reflect the Commission's and Automation's cooperation in resolving this matter.

16. Within 120 days of the entry of this Consent Decree, Automation shall include on all bulletin boards at its offices in three locations: 11445 Coursey Blvd., Suite Q, Baton Rouge, LA 70816; 4027 Veterans Memorial Boulevard, Metairie, LA 70002; and 401 Southgate Drive, Pelham, AL 35124, a statement expressing that it is an equal opportunity employer committed to non-discrimination in all employment decisions.

#### **POLICIES AND PROCEDURES**

17. Defendant shall develop and implement policies and procedures relating to its hiring practices:

- A. That ensure female applicants are not denied employment, or refused consideration for employment, based on their sex;

- B. That ensure that applicants who actively seek or inquire about being placed on an assignment are advised of the application procedures to follow to ensure proper and full consideration for any open positions they are qualified for;
- C. That prohibit conduct which violates Title VII, this Consent Decree, and the policies and procedures generated in compliance with this Consent Decree;
- D. That allow employees to raise concerns or complaints without retaliation about matters, whether alleged, perceived or actual, prohibited by Title VII, this Consent Decree, and the policies and procedures generated by this Consent Decree;
- E. That require Automation, its officers, directors, managers, supervisors, and talent coordinators at the three locations listed above be trained on the requirements of Title VII, this Consent Decree, and the policies and procedures generated by this Consent Decree;
- F. That describe in detail the consequences, up to and including termination, that shall be imposed upon violators of Title VII;
- G. That provide an assurance of non-retaliation for persons who believe they have been subject to discrimination, harassment and retaliation, and for persons who otherwise oppose activity unlawful under Title VII, or reasonably believed to be unlawful, or who participate in any form or fashion, including providing statements, assistance or information related to the complaint, allegations or report of discrimination, harassment or retaliation;
- H. That articulate a clear statement that discrimination on the basis of any protected status by anyone, including officers, directors, management officials, supervisors,

vendors, suppliers, third parties and/or customers, is prohibited and shall not be tolerated;

- I. That provide assurances that Defendant shall investigate the allegations of discrimination promptly, fairly, reasonably, effectively, expeditiously and as confidentially as possible under the circumstances, by appropriate investigations and that appropriate corrective action and appropriate follow-up shall be taken by Defendant;
- J. That require Automation to thoroughly review its EEO policies and procedures with all the current employees in the three locations: 11445 Coursey Blvd., Suite Q, Baton Rouge, LA 70816; 4027 Veterans Memorial Boulevard, Metairie, LA 70002; and 401 Southgate Drive, Pelham, AL 35124, as part of their employee orientations and scheduled trainings;
- K. That requires and provides a system for ensuring the dissemination to all employees in the three locations: 11445 Coursey Blvd., Suite Q, Baton Rouge, LA 70816; 4027 Veterans Memorial Boulevard, Metairie, LA 70002; and 401 Southgate Drive, Pelham, AL 35124 of Automation's Title VII discrimination policies.

#### **TRAINING FOR MANAGERS AND EMPLOYEES**

18. Within sixty (60) days of the entry of this Consent Decree, all directors, supervisors and managers in three locations: 11445 Coursey Blvd., Suite Q, Baton Rouge, LA 70816; 4027 Veterans Memorial Boulevard, Metairie, LA 70002; and 401 Southgate Drive, Pelham, AL 35124 shall attend a two (2) hour live training. Within one year of the date of this Consent Decree, all talent coordinators shall attend a two hour live training in said locations. This

training shall include an explanation of this Consent Decree, Title VII and the Defendant's policies regarding discrimination. The training shall cover all aspects of Title VII including, but not limited to, the legal requirements of the Title VII, and the retaliation provisions of Title VII. The training shall cover an explanation of Defendant's policies regarding discrimination and retaliation, the importance of maintaining an environment free from discrimination and retaliation, the types of discrimination and retaliation prohibited by law, the protections against retaliation for reporting, opposing or participating in activity related to the opposition of discrimination, methods to report discrimination and retaliation, and the types of disciplinary actions that shall be taken against any employee that engages in discrimination and retaliation. The training also shall explain the steps employees should take to submit internal complaints of discrimination and/or retaliation. With regards to management and supervisor employees, including directors, the training shall instruct such individuals on how to investigate discrimination and retaliation complaints, how to document investigations of discrimination and retaliation, and how to treat employees who report, witness, oppose or otherwise participate in an investigation or opposition of discrimination and retaliation. The training shall also explain that the evaluation of directors, supervisors and managers shall consider, among other things, enforcement of Automation's antidiscrimination policies. The training for all directors, supervisors and managers of Defendant's three locations: 11445 Coursey Blvd., Suite Q, Baton Rouge, LA 70816; 4027 Veterans Memorial Boulevard, Metairie, LA 70002; and 401 Southgate Drive, Pelham, AL 35124, shall conclude with a minimum of fifteen (15) minutes for questions and answers.

19. Automation shall generate a list of all persons in attendance of the trainings described above. Automation shall retain each list for the duration of the Consent Decree.

20. This training shall be provided to all new or rehired directors, supervisors and managers of Defendant's three locations: 11445 Coursey Blvd., Suite Q, Baton Rouge, LA 70816; 4027 Veterans Memorial Boulevard, Metairie, LA 70002; and 401 Southgate Drive, Pelham, AL 35124 within three (3) months of their initial employment or rehire and within one year after their initial employment or rehire in the case of talent coordinators in said locations.

21. Each training session shall be delivered in accord with an outline prepared at least two weeks in advance of the training. The outline, all training materials (pamphlets, brochures, agendas, videos), and the list of attendees shall be available for inspection by the EEOC Birmingham District Office throughout the term of this Decree. Acceptance or review of these materials by the Commission shall not constitute approval of the said materials, but may be retained for compliance purposes.

22. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of discrimination, harassment and retaliation and may be presented by Automation's Human Resources professionals with such knowledge and expertise.

23. Automation may add to this training depending on its needs.

24. Automation shall provide the EEOC at least fifteen (15) days advance notice of the date, time, location and substance of the initial training.

25. Within one-hundred and twenty (120) days of the entry of this Consent Decree, Automation shall provide the Birmingham District Office of the Equal Employment Opportunity Commission with proof of the action taken to inform and train its personnel as outlined herein and thereafter shall supplement the report to include any additional training that occurs for the duration of this Consent Decree. The report(s) shall be mailed to Regional Attorney,



Birmingham District Office of the Equal Employment Opportunity Commission (EEOC), 1130 22nd Street, South, Suite 2000 Birmingham, AL 35205.

**POSTING OF NOTICE**

26. Automation shall post and cause to remain posted the posters required to be displayed in the workplace by Commission Regulations.

27. Within thirty (30) calendar days after entry of this Decree, Automation shall post 8<sup>1</sup>/<sub>2</sub>-inch-by-11-inch sized copies of the notice attached as Exhibit “A” to this Consent Decree in the three locations referenced above on all bulletin boards usually used by Defendant in Defendant’s three locations for announcements, notices of employment policy, or practice changes to employees, during the term of this Consent Decree.

28. The Defendant shall post EEO policies both in electronic and paper format in prominent locations, frequented by employees, at each of Defendant’s district office locations.

**REPORTING**

29. On a semi-annual basis for the duration of the Consent Decree, Defendant shall provide the Birmingham District Office Regional Attorney a report on the training conducted under this Consent Decree. The Defendant shall also maintain the following records for its three locations: 11445 Coursey Blvd., Suite Q, Baton Rouge, LA 70816; 4027 Veterans Memorial Boulevard, Metairie, LA 70002; and 401 Southgate Drive, Pelham, AL 35124 during the period of this Consent Decree:

- (1) Title VII policies and procedures;
- (2) Discrimination complaints made by employees;

- (3) All documents generated in connection with any complaint investigation, or resolution of every complaint involving allegations of violations of Title VII sex discrimination;
- (4) All documents created, maintained, obtained or received in connection with any application, if any;
- (5) All materials used in training; and
- (6) Attendance lists for all training.

#### **DISPUTE RESOLUTION**

30. In the event that the Commission believes during the term of this Consent Decree that Automation has failed to comply with any provision(s) of the Consent Decree, the Commission shall notify Automation or its counsel of the alleged non-compliance, and shall afford Automation ten (10) calendar days thereafter to remedy the non-compliance or to satisfy the Commission the alleged non-compliance is not well founded. If Automation has not remedied the alleged non-compliance or satisfied the Commission that it has complied within fourteen (14) calendar days, the Commission may apply to the Court for appropriate relief.

#### **ATTORNEYS' FEES**

31. The parties shall bear their own attorneys' fees and costs incurred in this action up to the date of the entry of this Consent Decree.

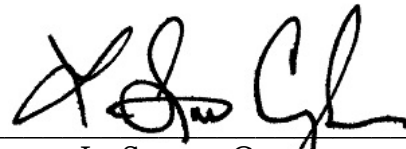
#### **FORCE AND EFFECT**

32. The duration of this Consent Decree shall be two (2) years from its entry unless as described in paragraph 4.

33. Absent extension, this Consent Decree shall expire by its own terms at the end of two (2) years from the date of entry of this Consent Decree without further action by the Parties unless as described in paragraph 4.

34. The Parties agree to the entry of this Consent Decree subject to final approval by the Court.

**DONE AND ORDERED** ON MAY 4, 2017.

A handwritten signature in black ink, appearing to read 'L. Scott Coogler', is written over a horizontal line.

L. SCOTT COOGLER  
UNITED STATES DISTRICT JUDGE

186289

**APPROVED AND CONSENTED TO BY:**

/s/ Randy Watts, Vice President

**AUTHORIZED REPRESENTATIVE  
FOR DEFENDANT AUTOMATION**

/s/ Jenna M. Bedsole

**ATTORNEY FOR DEFENDANT  
AUTOMATION**

/s/ Marsha Rucker

MARSHA RUCKER  
Regional Attorney

GERALD L. MILLER  
Supervisory Trial Attorney

HARRIETTE F. OPPENHEIM  
Trial Attorney

**U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION**

Birmingham District Office  
1130 22<sup>nd</sup> Street South, Suite 2000  
Birmingham, Alabama 35205-2886  
Telephone: (205) 212-2045  
**ATTORNEYS FOR PLAINTIFF EEOC**

**EXHIBIT A**  
**NOTICE**

It is the policy of Automation Personnel Services, Inc., to offer employment opportunities to all qualified employees and applicants, regardless of race, age, sex, color, religion, national origin, or disability. There will be no discrimination in violation of the provisions of Title VII of the Civil Rights Act of 1964, as Amended ;the Age Discrimination in Employment Act (ADEA) of 1967; the Equal Pay Act (EPA) of 1963; Title I of the Americans with Disabilities Act Amendments Act of 2008 (ADAAA);or the Genetic Information Nondiscrimination Act of 2008 (GINA).

We wish to emphasize that it is Automation Personnel Services, Inc.'s policy to provide equal opportunity in all areas of employment practices. All employees shall feel free to exercise their rights under this policy.

Automation Personnel Services, Inc. will not retaliate against any employee because he or she has opposed any practice made an unlawful practice under Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act (ADEA) of 1967; the Equal Pay Act (EPA) of 1963; Title I of the Americans with Disabilities Act Amendments Act of 2008 (ADAAA); and the Genetic Information Nondiscrimination Act of 2008 (GINA); or has filed charges, testified, assisted or participated in any manner in any Civil Rights Act investigation, proceeding, hearing or lawsuit.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. Any report of such an allegation will be thoroughly investigated, with appropriate sanctions taken against any person (s) found to have engaged in inappropriate conduct.

An employee who believes his or her rights have been violated may also contact the U. S. Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. Please be aware that there are strict time periods for filing such charges. Pursuing internal remedies provided by Automation Personnel Services, Inc. does not extend the time which you may have to file charges with the EEOC.

The address and telephone number of the nearest office of the Equal Employment Opportunity Commission is:

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

Birmingham District Office  
1130 22nd Street South, Suite 2000  
Birmingham, Alabama 35205  
(205) 212-2000

**NOT REMOVE THIS NOTICE!**